

**4.5 PSP Cover Sheet** (Attach to the front of each proposal)

Proposal Title: THE LEARNING WATERSHED PROJECT  
 Applicant Name: AMERICAN RIVER WATERSHED INSTITUTE  
 Mailing Address: 251 AUBURN RAVINE RD. SUITE 201, AUBURN CA  
 Telephone: 530-885-3046 EXT. 117 95603  
 Fax: 530-346-7967  
 Email: OTIS @ FOOTHILL.NET

Amount of funding requested: \$ 58,250 for 2 years

Indicate the Topic for which you are applying (check only one box).

- |  |   |
|--|---|
| <input type="checkbox"/> Fish Passage/Fish Screens   | <input type="checkbox"/> Introduced Species                 |
| <input type="checkbox"/> Habitat Restoration         | <input type="checkbox"/> Fish Management/Hatchery           |
| <input type="checkbox"/> Local Watershed Stewardship | <input checked="" type="checkbox"/> Environmental Education |
| <input type="checkbox"/> Water Quality               |   |

Does the proposal address a specified Focused Action? ☒ yes ☐ no

What county or counties is the project located in? PLACER, SACRAMENTO, TEHAMA

Indicate the geographic area of your proposal (check only one box):

- |  |   |
|--|---|
| <input type="checkbox"/> Sacramento River Mainstem                   | <input type="checkbox"/> East Side Trib: _____                  |
| <input checked="" type="checkbox"/> Sacramento Trib: <u>AMERICAN</u> | <input type="checkbox"/> Suisun Marsh and Bay                   |
| <input type="checkbox"/> San Joaquin River Mainstem                  | <input type="checkbox"/> North Bay/South Bay: _____             |
| <input type="checkbox"/> San Joaquin Trib: _____                     | <input type="checkbox"/> Landscape (entire Bay-Delta watershed) |
| <input type="checkbox"/> Delta: _____                                | <input type="checkbox"/> Other: _____                           |

Indicate the primary species which the proposal addresses (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> San Joaquin and East-side Delta tributaries fall-run chinook salmon | <input type="checkbox"/> Spring-run chinook salmon |
| <input type="checkbox"/> Winter-run chinook salmon   | <input type="checkbox"/> Fall-run chinook salmon   |
| <input type="checkbox"/> Late-fall run chinook salmon  | <input type="checkbox"/> Longfin smelt             |
| <input type="checkbox"/> Delta smelt   | <input type="checkbox"/> Steelhead trout           |
| <input type="checkbox"/> Splittail   | <input type="checkbox"/> Striped bass              |
| <input type="checkbox"/> Green sturgeon  | <input type="checkbox"/> All chinook species       |
| <input type="checkbox"/> Migratory birds   | <input type="checkbox"/> All anadromous salmonids  |
| <input checked="" type="checkbox"/> Other: <u>NATIVE FISHES</u>                              |  |

Specify the ERP strategic objective and target (s) that the project addresses. Include page numbers from January 1999 version of ERP Volume I and II:

Seasonal Stream Flow, Water Temperature, Stream Channel  
Dynamics, Shaded riverine aquatic, riparian habitat, native  
resident fishes, plants and plant communities (p.12)

# **The Learning Watershed Project**

**American River Watershed Institute  
251 Auburn Ravine Road, Suite 201  
Auburn, CA 95603  
530-885-3046 Ext 117, or  
530-346-7967  
Fax 530-346-7967**

**Otis@foothill.net**

**Contact: Otis Wollan, or  
Richard Gresham**

***Participants and Collaborators:***

**American River Watershed Group  
Placer Nature Center  
Todd Valley Miwok-Maidu Cultural Foundation  
Sacramento SPLASH  
Sacramento River Discovery Center  
USFS  
BLM  
Placer County Resource Conservation District**

**The American River Watershed Institute is a California nonprofit corporation  
IRS 501(c)(3) status pending  
Tax Identification Number 94-3326745**

the natural environment, cultivate scientific literacy and stimulate stewardship attitudes toward the earth. Over 6,000 school children in grades pre-school through 12 visit the Center annually. The Education Water Shed will introduce students and teachers to the basic concepts of watershed – with interactive activities that demonstrate these concepts. It will serve as a “first stop” in a progressive watershed learning program; culminating in students and teachers becoming watershed educators and activists within their own communities. Two exhibits within the Education Water Shed will be funded with this grant – Water and nature and Water and People (\$15,400). Placer County Water Agency, Placer County Parks Department, US Bureau of Reclamation are providing matching funds for the Water Shed building development, an American River three-dimensional model and exhibits.

4) Integrate Upper and Lower American River Watershed educational programs. Currently, a well-funded watershed education project, SPLASH, has been initiated in Sacramento County. One of the constraints of the project is that funds may not be spent outside Sacramento County. Category III funds (\$4,200) will support a design charrette at the French Meadows Learning Watershed Centers where, after a tour of the major upper watershed learning sites (including PNC, TVMMCF and USFS/BLM sites) the Sacramento County and Placer/ElDorado County watershed stakeholders can co-design a watershed learning program network that can serve the entire Basin from Pacific Crest to confluence with the Sacramento River.

5) Watershed learning networks are mushrooming at various levels of development throughout the Sacramento River Watershed. The networks are not in communication with one another, nor are the enterprising founders and participants aware of the program successes and failures of other emerging networks. A coordinating and planning session of the Sacramento Watershed learning networks would reduce duplication of effort, needless competition for resources, and inefficiencies. AMRI in partnership with the Red Bluff Sacramento River Discovery Center propose a focused convening of these learning networks in March 2000 in Red Bluff. Category III funds (\$3,000) will enable a poster session, program inventory and assessment, a collaboratively designed plan for coordinated implementation, a cooperative plan for website linkages, a mutual marketing plan for programs, and collaborative grant submittal plan for these emerging watershed learning networks.

6) The final element of Category III fund request (\$2500) is for task management and grant oversight and reporting. All of the elements of this request are consistent with the CALFED Ecosystem Restoration Projects and Programs Environmental Education eligibility standards (Feb 99) and the Revised Draft Watershed Program Plan (Feb 1999). The Learning Watershed Project is community based, consistent with CALFED, addresses multiple watershed issues, is coordinated with and supported at multiple levels, provides for ongoing program, includes monitoring protocols, and increases learning and awareness. In particular, the proposal reflects a very high level of coordination with existing educational resources and with watershed stewardship groups.

The principle applicant, the American River Watershed Institute, on behalf of the American River Watershed Group, and the partners, Placer Nature Center, SPLASH, Todd Valley Miwok/Maidu Cultural Foundation, and Sacramento River Discovery Center, are in leadership roles in watershed education in the State or in their communities. All the partner applicants work closely with local, regional, state, and federal levels of government, as well as the community and business sectors. The project should have minimal adverse or third party impacts; full NEPA compliance is built into the project where appropriate. The total amount requested in this Category III proposal is \$58,250

As indicated above, the program will offer all three elements by year three (2001) and will be sustained thereafter as an ongoing program. The following tables indicate the estimated costs of the two fundamental types of workshops: pre- and post-monitoring, and restoration. Indicated in bold are the budget areas for which CALFED funds are sought.

The request from CALFED is:

Support for 2 Restoration Workshops	2 X \$4060.00 = \$8,120.00
Support for 3 pre- and/or post- Monitoring Workshops	3 X \$4010.00 = <u>\$12,030.00</u>
<b>Total Task 1 request</b>	<b><u>\$20,150.00</u></b>

Monitoring workshop		yr 2000, SWRCB + Cat III	
On week camp for 12: 8 students, 4 teachers			
Expenses:			
Transportation	2 vans	\$	1,000.00
Fuel		\$	200.00
Admin center rental	8* 25days@5\$/da	\$	300.00
Housing supplies		\$	200.00
Energy supplies		\$	200.00
Teaching supplies		\$	350.00
Staff:			
3 Scientists	400/day/3days	\$	3,600.00
Team leader, lead teacher	6 days@360	\$	2,160.00
Support, cook		\$	-
Support intern	2@\$250	\$	500.00
Food, per person per day	18@15*5days	\$	1,350.00
Total		\$	9,860.00
Income:			
SWRCB grant for scientists		\$	3,600.00
SWRCB grant for support		\$	1,500.00
CSUS		\$	400.00
Cat III	teach/intern/trans	\$	3,860.00
8 students	300	\$	2,400.00
4 teachers	300	\$	1,200.00
Net income		\$	12,960.00
Net profit before administration		\$	3,100.00
Marketing and registration services, administration		\$	2,465.00
Net profit after administration		\$	635.00

final two elements of the grant proposal, ARWI will be exploring lower elevation valley linkages to provide field stations with a full range of elevations and habitat conditions for watershed education.

## **2) Native American Ecological Heritage Core Team Capacity Building**

The Todd Valley Miwok-Maidu Cultural Foundation (TVMMCF) founded in May of 1995 with the purpose of providing the Native American Community in the American River Watershed a place and an association to promote cultural heritage and strengthen relationships with the wider community. The Center has a use permit through BLM on 18.5 acres near Foresthill (elevation 2000 ft.) on the Middle Fork of the American River.

ARWI and TVMMCF propose a partnership that would include the Center in the Learning Watershed Project as part of the progression of ecological education on the American River. CALFED funds are sought to establish a core presentation team from the TVMMCF who can be built into all ARWI educational workshops for "mini-workshops" as well as presenting stand-alone Native American Heritage workshops. The focus is on Native American Heritage with an emphasis on the ecological foundations of Miwok-Maidu beliefs and cultural practices (e.g. inclusion of the fire cycle in environmental stewardship of forests in the Sierra).

This two-year program is centered on one major workshop per year that would serve as the centerpiece for both Miwok-Maidu team capacity building and presentation of Native American Heritage. The four-day event year one will be structured in the following way:

- Day one: training the TVMMCF core team; (Center leadership has identified professional Native American consultancies who offer trainings of this type, and who are experienced in all aspects of presentation, marketing, and community relations).
  - Day two and three: a weekend public workshop where the TVMMCF core team presents as trainers with the coaching support of the consultant.
  - Day four: debrief with the core team, further training of the core team with consultant.
- In year two, it is anticipated that only a three day training/workshop will be necessary, eliminating day four.

CALFED funds (\$4000) are also being sought to support the participation of the core team in ongoing ARWI workshops and presentations (50 presentations @ \$50 matching grant to be matched by the community toward an expected total of \$100 per diem) plus support for transportation and expenses (\$1500 for 50 presentations). As an example, ARWI will include a late afternoon/evening presentation of Native American Heritage from the core team as part of its ongoing workshop series at the French Meadows Center. Presentations will be made by the TVMMCF at the Placer Nature Center during the day to visiting K-12 classes. This support component is very important to sustain this opportunity for the TVMMCF core team, as is the per diem support for participation that is built into the following workshop budget. While cultural practice is strong in the association, unemployment is high (approx. 50%) and the average income is low (below \$10,000). Support is necessary in this way for both the training and ongoing presentation in order to build core team capacity.

### **CALFED request for Task 2:**

Year one conference/training	\$	5,100.00
Year two training, less day four	\$	3,900.00
Per diem for teaching at ARWI, PNC; 50 days @ \$50	\$	2,500.00
support for teaching: transportation/expenses	\$	1,500.00
<b>Total request from Cat III</b>	<b>\$</b>	<b>13,000.00</b>

### 3) Placer Nature Center Exhibits

Placer Nature Center, a community designed and operated environmental education facility centrally located in Auburn, is constructing a new building to serve as a "Community Education *Water Shed*". We are seeking Category 111 funds to construct two 11'x17' interactive educational exhibits within the building that will explore issues related to Water and People and Water and Nature. The Community Education *Water Shed* is an educational catalyst for watershed issues that will 1) instill in students and teachers from the early years of education and through the duration of their educational years, an incremental learning experience leading to a deep scientific understanding, appreciation and sense of stewardship for the American River ecosystem; 2) to create (incubate) leaders from teaching professionals and the community at large, who will initiate watershed restoration and education programs at the local level in the region.

The *Water Shed* will contain an American River Watershed Model and interactive exhibits, designed to introduce participants to scientific concepts and baseline data needed for a wholistic view and conceptual understanding of the watershed. Community volunteers who work as docents (teachers) for Placer Nature Center will use the exhibits and accompanying hands on activities to teach a comprehensive "core" watershed curricula; helping students and teachers to understand the natural processes and human systems that affect the watershed; while developing a conceptual understanding of the complex issues affecting watershed health and sustainability. Placer Nature Center's goal in developing the *Water Shed* exhibits is to stimulate participants in our educational programs to become activists – taking proactive roles in teaching watershed concepts, establishing Adopt – a – Watershed programs in schools, integrating watershed scientific concepts into classroom curricula and building lasting systems that place local citizens in leadership roles for watershed protection and education.

Funding for the *Water Shed* building and the American River Watershed Model comes from Placer County Parks Department, Placer County Water Agency and the Bureau of Reclamation. CalFed Category 111 funds will support design, development and installation of two exhibits within the *Water Shed* – 1) Water and Nature and 2) Water and People. Water and Nature exhibit will introduce the community and students to ecosystems that are dependent upon water. It will explore the journey of a drop of water as it becomes part of each of the ecosystems that are water dependent (wetlands, marshes, vernal pools, streams, rivers and ponds). In the Water and People exhibit we will continue to explore that drop of water as it is taken from the ecosystem, used by people (agriculture, commercial/industrial and residential), treated and returned to the ecosystem. Hands on interactive components will be aligned with both exhibits. (Future exhibits will explore Water Conservation and include a Water-works station for students to put water in action in simulation exercises.)

The American River watershed is impacted by extensive water development, resulting in loss of self-sustaining runs of Chinook salmon and steelhead, among other species. Mining lumbering habitat destruction, urban development and soaring human population adversely affect the environmental health of the watershed. Educational exhibits within the *Water Shed* will educate stakeholders and future generation about those issues critical to restoring the natural ecological processes and functions that are rapidly declining. The exhibits will help students and the community value the diversity of life and habitats within the watershed. They will build appreciation for the interconnectedness of human activities and habitat; and the corresponding impacts of human activities on natural communities.

# Budget Table – Placer Nature Center Exhibits

## Exhibit Water and People

Activity	Fund Source:	Placer County Water Agency	CalFed Category 111	In Kind
Conceptual Development		\$750	\$300	\$5,000
Design			\$900	
Contract/Bidding			\$450	
Contract Management			\$900	\$1,000
Text Development			\$300	
Fabrication		\$1,500	\$450	
Materials			\$4,000	
Artwork				
Graphics/Signs				
Mounting				
Diarama				
Manipulatives				
Educational models				
Installation			\$450	
Evaluation				\$1000
<b>Total</b>		<b>\$2,250</b>	<b>\$7,750</b>	<b>\$7,000</b>

## Exhibit Water and Nature

Activity	Fund Source:	Placer County Water Agency	CalFed Category 111	In Kind
Conceptual Development		\$750	\$300	\$5,000
Design			\$900	
Contract/Bidding			\$450	
Contract Management			\$900	\$1,000
Text Development			\$300	
Fabrication		\$1,500	\$450	
Materials			\$4,000	
Magnetic Panels				
Artwork				
Graphics/Signs				
Mounting				
Diarama				
Manipulatives				
Educational models				
Installation			\$450	
Evaluation				\$1000
<b>Total</b>		<b>\$2,250</b>	<b>\$7,750</b>	<b>\$7,000</b>
<b>Grand Total</b>		<b>\$4,500</b>	<b>\$15,500</b>	<b>\$14,000</b>

<b>Integrating Upper &amp; Lower American R. Watershed Education</b>			
Component	hours	rate	totals
Organizing and planning meeting	20	\$ 45.00	\$ 900.00
Invitations	20	\$ 15.00	\$ 300.00
phone/mailling costs			\$ 150.00
Background materials			\$ 150.00
venue			\$ 250.00
catering: coffee lunch # participants	45	\$ 20.00	\$ 900.00
lunch speaker			\$ 400.00
facilitation materials			\$ 100.00
followup report	16	\$ 25.00	\$ 400.00
mailing costs for followup			\$ 150.00
website design and input			\$ 500.00
<b>totals</b>			<b>\$ 4,200.00</b>

### 5) Connecting the American River Network and the Sacramento River Network

The watershed education network on the American River is just being initiated. Sacramento River watershed education is further evolved. This project will bring the leadership from the Sacramento County/American River watershed projects to the upper Sacramento Valley projects/programs in a two-day exchange for the purpose of:

- Touring working watershed centers and exploring the Valley watershed
- Exploring linkages and integrating programs
- Presenting successful models and making an inventory of programs and contacts
- Exploring a plan for shared resources
- Exploring a vision for integrated watershed education
- Creating a plan for web site linkages
- Exploring a mutual marketing plan
- Exploring a coordinated grant application process

The Red Bluff Sacramento River Discovery Center has developed a site that accommodates 6000 student visits per year and 20,000 visitor days per year, with an active intern and docent program in collaboration with the Forest Service. The Sacramento River Watershed Resource Center at Chico is establishing a regional hub for watershed education coordination. Both institutions are important models and partners for the corresponding American River entities.

The proposed two-day workshop will convene Friday, March 17, 2000 at the Red Bluff. The first day of the event will be a combination of facilitated sessions and presentation session. This day will generate work product from the facilitated sessions:

- a plan for shared resources,
- a vision for integrated watershed education,
- a mutual marketing plan, and



national lands for future wise multiple use. Just as we use ecosystem management techniques on forested lands, we need to employ service-learning curricula in our "schools." Nothing teaches better than authentic work led by professionals.

This is a composite project, an educational project with intent to mitigate historic perturbations by such common and necessary human activities as mining, logging, road building and fire management. Watershed management is research based. The focus of this program is to undertake research as a basis for both resource management and educational curriculum

Other successful environmental education projects exist. Most are focused on teacher training. Most employ versions of field work which fall shy of what field scientists actually do. The closer a program gets to authentic research, the better it is. Our project attempts to avoid being simulation of science by having professional scientists in the field with teachers and students. We will eventually have a cadre of teachers trained in the protocols employed to assess the health of a field site. We will restore appropriate sites. We will accomplish post-restoration monitoring, and move on with the next crew to another site. This mix of scientists, teachers and students, working for three years on each tributary, and replicating this cycle on other tributaries, is unique.

This is a long-term project. Each reach of stream which is studied, restored and monitored will long outlive the professional/teacher/student crew. Each teacher will return to the classroom with authentic experiences in field research and responsible action, exciting a generation of school children in the possibility that they, too, can make a difference. Collateral lessons will be more meaningful by virtue of the teacher having actually participated in research.

This is not a one-stream project. It is a comprehensive program of pre-restoration monitoring, restoration and post-restoration monitoring which will be repeatable literally thousands of times on every small tributary to every creek in the Sierra Nevada

The project is self-sustaining by virtue of our employment of a business model launched by this grant. Either College Continuing Education Units or Continuing Academic Units will be arranged for the teachers. Students will receive high school elective credit. Future plans include returning alumni. Support by public agencies will continue as long as the agencies receive added value from accomplishing research and resource.

This program is as adaptive as ecosystem management is, because it is... ecosystem management accomplished with an educational component. If restoration of a tributary needs to be accomplished slowly, over a few years, we will so schedule the classes. We can apply our efforts to areas of concern to the local Ranger District. We can address specific, immediate needs. Terrestrial studies can be applied to fuel load issues. Meadows can become the focus of study and restoration. Road obliteration becomes a possibility.

## **Linkages**

This project is linked with several funding sources. First is a State Water Resources Control Board grant in the amount of \$42,000 for monitoring of water quality relative to stream restoration. Second, a local high school will have two sessions of summer school focusing on issue of forest and stream health. Third, California State University at Sacramento is offering teacher education classes with this curriculum. Each of these linkages offers some support for our project, although none funds the complete concept.

Specific issues of watershed health addressed by this project are (January 1999 Vol. 2, pg 12)

1. Seasonal stream flow

## Cost/Budget/Schedule

The Learning Watershed Project is five projects woven together under an overall concept of watershed education. Each task has been presented with its own spreadsheet. For summary purposes, the projects are presented in the requested two formats. Attachment A is a project timeline indicating the integrated schedule.

Learning Watershed Project Total Budget							
Task	Labor Hrs	Salary/Ben.	Contracts	Mat./Acq.	Misc/other	Overhead	Total Cost
1	300	\$ 2,500	\$ 10,800	\$ 1,850	\$ 5,000		\$ 20,150
2			\$ 10,200		\$ 2,800		\$ 13,000
3	250	\$ 7,400	\$ 4,000	\$ 4,000			\$ 15,400
4	101	\$ 2,500	\$ 900	\$ 100	\$ 550	\$ 150	\$ 4,200
5	92	\$ 2,375			\$ 550	\$ 75	\$ 3,000
6	100	\$ 2,500					\$ 2,500

Learning Watershed Project Quarterly Budget									
Task	1--3/2000	4--6/2000	7--9/2000	10--12/2000	1--3/2001	4--6/2001	7--9/2001	10--12/2001	Total \$
1			\$ 8,070				\$12,080		\$ 20,150
2			\$ 5,500	\$ 750	\$ 500	\$ 750	\$ 4,750	\$ 750	\$ 13,000
3	\$ 4,000	\$ 8,000	\$ 3,400						\$ 15,400
4	\$ 4,200								\$ 4,200
5	\$ 3,000								\$ 3,000
6	\$ 600	\$ 300	\$ 300	\$ 200	\$ 200	\$ 300	\$ 300	\$ 300	\$ 2,500

Learning Watershed Project Cost Sharing					
Task	CALFED	Other sources	Amount	status	
1	\$20,150	SWRCB	\$42,000	granted	
		CSUS	\$2,000	by registration re-imbursement	
		registration fees	\$20,400	by registration level	
2	\$13,000	community match	\$1,500	by fee for service of teachers	
		registration fees	\$8,400	by registration level	
3	\$15,400	PCWA	\$4,500	granted	
		in kind	\$14,000	by volunteer pool	
4	\$4,200				
5	\$3,000	Sacramento Discov. Ctr.	\$3,050		
6	\$2,500	in kind	\$2,500	time already donated	
	\$58,250	Totals	\$98,350		

Harry is a team member of SPLASH, a Watershed Resource Center and Education Program funded by a consortium of Sacramento wastewater and utility agencies.

Harry is Secretary of the American River Watershed Institute, an Associate Director of the Placer County Resource Conservation District and a member of the American River Watershed Group.

#### **Nature and extent of collaborating partners**

This project is a collaboration between ARWI, Placer Nature Center and the Todd Valley Miwok-Maidu Cultural Foundation. Additionally, teacher training in field monitoring and restoration techniques will be coordinated by Jim Decker of BLM and Mary Grimm of USFS. Outreach between the Sacramento Discovery Center involves Cathy Klinesteker. Outreach within the American River Watershed involves representatives from Sierra College, CSUS and UC Davis, and SPLASH.

#### **Conflicts of Interest**

There are no perceived conflicts of interest.

#### **Attachments:**

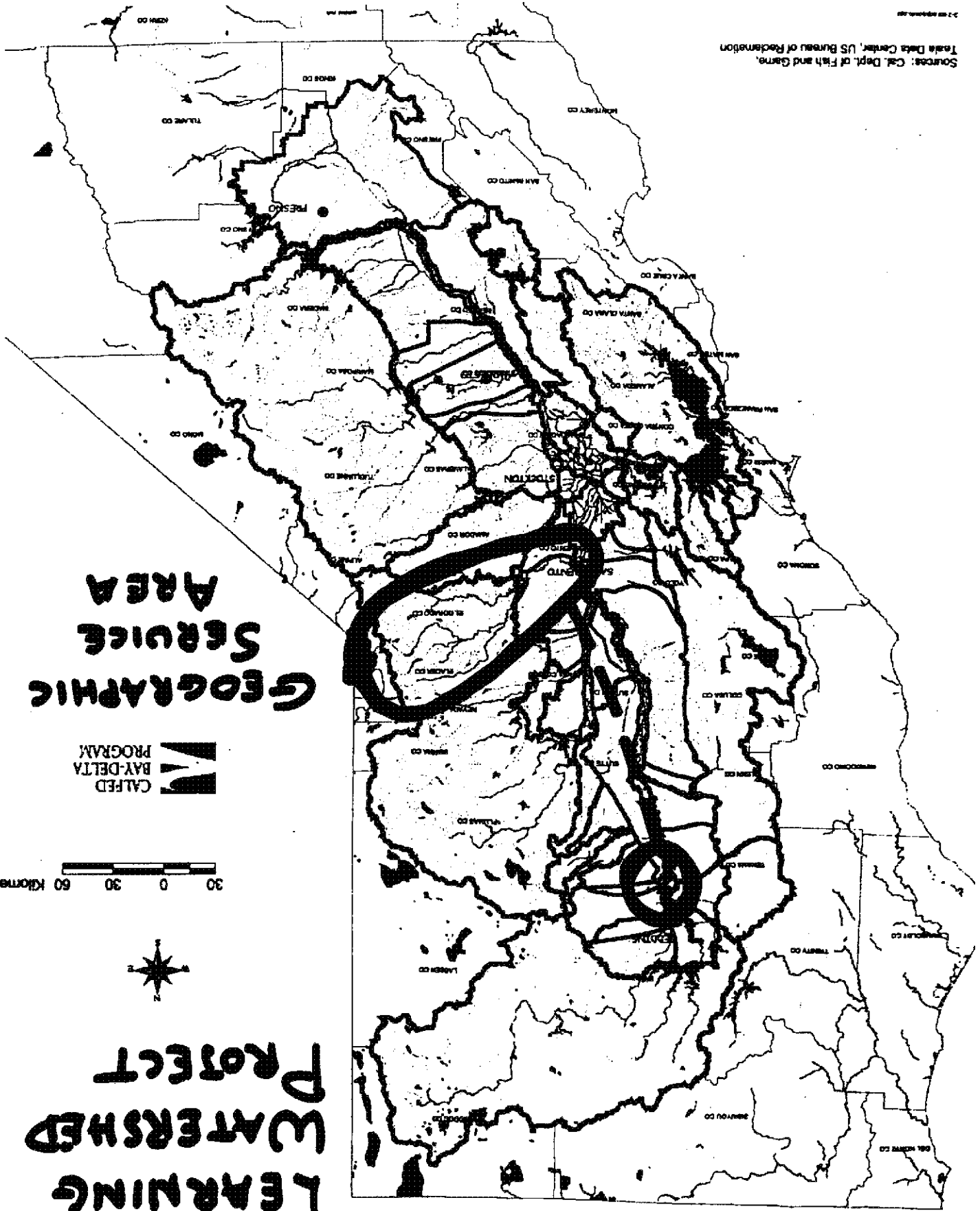
- A. Project Timeline
- B. California map showing geographical service area
- C. Relief map of American River Basin, indicating project hubs/centers
- D. Copy of letter of notification to county
- E. Support letter from Sacramento River Discovery Center
- F. ARWI Articles of Incorporation
- G. DWR form 4099
- H. DWR form 4099A
- I. Nondiscrimination Compliance Statement
- J. Small Business Preference Statement

**FEBRUARY 1999 PROPOSAL SOLICITATION  
GEOGRAPHIC SCOPE**

**LEARNING  
WATERSHED  
PROJECT**



**GEOGRAPHIC  
SERVICE  
AREA**



Sources: Cal. Dept. of Fish and Game,  
Trade Data Center, US Bureau of Reclamation

# American River Watershed Institute

April 14, 1999

**COPY**

Mr. Don Lunsford

Placer County Chief Executive Officer

Dear Mr. Lunsford:

Please accept this letter as notice of intent by the American River Watershed Institute to submit a grant proposal to CALFED Category 3 for the following program:

1. Initiation of a summer institute at French Meadows Reservoir for research and education
2. Establish a teacher core at Todd Valley Miwok/Maidu Cultural Center
3. Enhance the Placer Nature Center's "Water Shed" educational exhibit
4. Establish connection between the American River Watershed Institute and lower American River educational programs, including SPLASH, a Sacramento County Watershed Education Program
5. Coordinate a convening amongst American River and Sacramento River groups

We are pleased to include on our board Mr. Rex Bloomfield, a Placer County Supervisor. We also have a fine working relationship with Placer County Office of Emergency Services Director Mike Boyle, who manages the Proposition 204 grant with the various members of the American River Watershed Group, our "parent" organization.

It is our intention to provide your office with a copy of our grant proposal. See attached time line.

Sincerely,

Otis Wollan  
President

[Note to CALFED Category III: Please note that this grant was collaboratively designed by many members of the American River Watershed Group, hence a very large cross section of federal, state, and local entities as well as members of the public are aware of its' scope and intention. In addition, Rex Bloomfield, Placer County Supervisor District 5, sits on the ARWI Board of Directors representing the County. Otis Wollan is Chairman of the Board of the Placer County Water Agency. And Rich Gresham of the Placer County RCD is in close collaboration on this grant.]

ENDORSED  
FILEDIn the office of the Secretary of State  
of the State of California

MAR 12 1999

ARTICLES OF INCORPORATION  
OF

## The American River Watershed Institute

A CALIFORNIA PUBLIC BENEFIT CORPORATION

  
BILL JONES, Secretary of State

ONE: The name of this corporation is *The American River Watershed Institute*.

TWO: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purposes for which this corporation is organized are :

- 1) to support and enhance the research and educational work of the American River Watershed Group in its Coordinated Resource Management Plan (CRMP) activities,
- 2) to conduct public discussion groups, forums, panels, lectures, workshops, design charrettes, and conferences, and to produce demonstration sites and public interest educational materials, including, but not limited to, newsletters, pamphlets, books, radio, tv, recorded audio and video, electronic media, etc.,
- 3) to complement and enhance the educational and research opportunities for both adults and children with regard to watershed issues, and as necessary, to provide and maintain facilities for education and research in, but not limited to, the ecosystem of the American River Watershed, and its forests, biology, hydrology, natural systems, as well as the socio-economic human systems in the watershed, as well as the areas having impact on the American River Watershed.

THREE: The name and address in the State of California of this corporation's initial agent for service of process:

Richard Gresham  
RCD, 251 Auburn Ravine Rd, Suite 201  
Auburn, CA 95603

FOUR: (a) This corporation is organized and operated exclusively for educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

(b) Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

(c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

**STANDARD CLAUSES -  
SERVICE & CONSULTANT SERVICE CONTRACTS FOR \$5,000 & OVER WITH NONPUBLIC ENTITIES**

**Workers' Compensation Clause.** Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

**National Labor Relations Board Clause.** In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the national Labor Relations Board.

**Nondiscrimination Clause.** During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**Statement of Compliance.** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

**Performance Evaluation.** For consulting service agreements, Contractor's performance under this contract will be evaluated after completion. A negative evaluation will be filed with the Department of General Services.

**Availability of Funds.** Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Payment Retention Clause.** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

**Reimbursement Clause.** If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: AMERICAN, CA.

**Disabled Veteran Business Enterprise Participation Requirement Audit Clause.** Contractor or vendor agrees that the awarding department or its delegates will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract. Title 2 CCR Section 1896.75.

**Priority Hiring Considerations.** For contracts in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**ADDITIONAL STANDARD CLAUSES**

**Recycled Materials.** Contractor hereby certifies under penalty of perjury that 2 (enter value or "0" here) percent of the materials, goods and supplies offered or products used in the performance of this Agreement meets or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

**Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

**Governing Law.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**Y2K Language.** The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant." For purposes of this Agreement a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

**Child Support Compliance Act.** For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance therewith, that:

1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.



**STANDARD CLAUSES --  
SMALL BUSINESS PREFERENCE AND CONTRACTOR IDENTIFICATION NUMBER**

**NOTICE TO ALL BIDDERS:**

Section 14835, et. seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et. seq. A copy of the regulations is available upon request. Questions regarding the preference approval process should be directed to the Office of Small and Minority Business at (916) 322-5060. To claim the small business preference, you must submit a copy of your certification approval letter with your bid.

Are you claiming preference as a small business?

\_\_\_\_\_ Yes\*

☒ No

\*Attach a copy of your certification approval letter.